

Exhibit B

Outboard Marine Corp., Inc. Superfund Site

Supplemental Consent Decree

December 9, 2002 Option to Purchase Real Property

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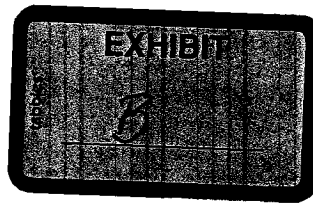
BRIAN S. GRACH
DAVID R. QUADE
ROBERT J. MASINI
DAVID L. HAZAN
DONNA-JO VORDERSTRASSE
GRETCHEN NEDDENRIEP

LAW OFFICES

DIVER, GRACH, QUADE & MASINI

111 NORTH COUNTY STREET

WAUKEGAN, ILLINOIS 60085-4344



CLARENCE W. DIVER (1883-1962)
THOMAS W. DIVER (1916-2000)

(847) 662-8611
FAX
(847) 662-2960

January 9, 2003

Mr. Jeff Jeep
The Jeff Diver Group
1749 Naperville Road, Suite 102
Wheaton, IL 60187
Facsimile #630-690-2812

Re: Acquisition of OMC North Plant
Our File No.: 29,700 W531

Dear Mr. Jeep:

Enclosed please find a copy of the recorded Option Agreement with respect to the above, which you previously requested from our office.

If you have any questions or if you need anything further, please do not hesitate to contact our office.

Very truly yours,

~~DIVER~~, GRACH, QUADE & MASINI

Jenifer L. Wise,
Paralegal

/jlw
enclosure

COPY

5092935

LAKE COUNTY, IL RECORDER
01/09/2003

RECORDER'S USE ONLY

OPTION TO PURCHASE REAL PROPERTY

Document Prepared By and once
Recorded Mail To:

Robert J. Masini
DIVER, GRACH, GUADE & MASINI
111 North County Street
Waukegan, Illinois 60085
Telephone: (847) 662-8611
Facsimile: (847) 662-2960

O P T I O N T O P U R C H A S E R E A L P R O P E R T Y

This Option to Purchase Real Property ("Option" or "Agreement") is made and entered into as of December 9, 2002 by and between the City of Waukegan, an Illinois municipal corporation, (hereinafter "Waukegan" or "Purchaser") and Alex D. Moglia (hereinafter "Trustee" or "Seller"), as trustee of the Chapter 7 bankruptcy estate of the Outboard Marine Corporation, a Delaware corporation, (hereinafter "OMC").

WHEREAS, Seller is the owner of certain parcels of real property (the "Subject Property" or the "Real Property") located in Waukegan, Illinois and legally described in Exhibit A, which is attached to this Option to Purchase Real Property.

WHEREAS, on December 22, 2000 (the "Petition Date"), OMC filed a voluntary Chapter 11 Petition (the "Petition") in the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court"). (Case No. 00 B 37405.)

WHEREAS, on August 20, 2001, the Bankruptcy Court entered an order converting OMC's Chapter 11 case to a Chapter 7 case.

WHEREAS, on August 23, 2001, Alex D. Moglia, was appointed as interim trustee in the OMC Chapter 7 case.

WHEREAS, in early November, 2001 the Trustee filed a motion in the aforementioned case requesting court approval to abandon certain real property, a portion of which encompasses all of the Subject Property.

WHEREAS, on November 12, 2001 the City Council of the City of Waukegan passed Ordinance 01-O-123, which authorized the City of Waukegan to take all necessary actions to acquire certain parcels of real property, including the Subject Property, owned by the Chapter 7 Bankruptcy Estate of OMC through eminent domain because the Subject Property had been identified by the City Council of the City of Waukegan as an integral part of the Purchaser's lakefront area that should be controlled by the Purchaser in connection with the redevelopment of the Purchaser's lakefront from an industrialized area to an area of mixed commercial, residential and public recreational uses.

WHEREAS, thereafter certain differences arose between the Trustee and the United States Environmental Protection Agency ("EPA") over the environmental condition of the Subject Property at the time of the requested abandonment.

WHEREAS, the differences between the Trustee and the EPA were resolved and settled in June, 2002 and the Trustee anticipates abandoning the Subject Property on December 10, 2002.

WHEREAS, the Subject Property is unique in that its location makes it one of the integral parts of Waukegan's complex and massive lakefront redevelopment project; it contains a former manufacturing facility of over 1,200,000 square feet and it contains several containment cells holding contaminated soil.

WHEREAS, as authorized by Ordinance 01-O-123, the attorneys for the City of Waukegan and the Trustee entered into discussions and negotiations in an effort to reach an agreement to allow the City to acquire the Subject Property without the actual filing of an eminent domain action, and with full consideration for all the aforesaid issues presented by the Subject Property.

WHEREAS, the Trustee has agreed to grant an Option to Purchase Real Property to Waukegan, which if exercised will allow Waukegan an option to take title to and accept from the Trustee or his successors or assigns, without the filing of an eminent domain action, all or portions of the subject property as Waukegan shall elect from time to time pursuant to the terms of the Option.

NOW THEREFORE, the terms of the Option are as follows:

1. *Grant of option.* In consideration of the sum of One Hundred Thirty Dollars (\$130.00) and other good and valuable consideration paid by Waukegan to Trustee, receipt whereof is hereby acknowledged, Trustee grants to Waukegan the exclusive option to purchase all or portions of the premises commonly known as the OMC North Plant located in Waukegan, Illinois, more particularly described in Exhibit A to this Option.

2. *Unique Nature of Option Granted.* It is the parties' intention and their agreement that this Option may be exercised either in whole, or in part, from time to time, at the sole discretion of Waukegan, to all or any of the parcels set forth on Exhibit A. Specifically, Waukegan shall have the right to exercise to take title to option on all parcels or a series of options on one or more of the parcels as Waukegan shall decide. Waukegan's ability to exercise the option right granted herein shall extend throughout the entire term of the option period as set forth in paragraph 3. Waukegan may exercise the option right as many times as it determines appropriate for the purchase of as many of the parcels as it elects to acquire. An exercise of the option right by Waukegan will not in any way affect any future exercise by Waukegan.

3. *Expiration date.* This option shall expire at 5:00 p.m. on December 31, 2021.

4. *Notice of exercise.* Waukegan may exercise this Option only by giving written notice thereof to Escrowee, or its successors or assigns, prior to the expiration date. Notices or other communications shall be in writing and shall be deemed given only if delivered to the party personally or sent to the party by registered or certified mail (return receipt requested) with postage and registration or certification fees thereon prepaid, or by any nationally recognized overnight courier addressed to the Escrowee at its address set forth below:

Diver, Grach, Quade & Masini
111 North County Street
Waukegan, IL 60085
Attn: Brian Grach, Esq.

5. *Purchase price.* The total purchase price for the Subject Property shall be ten dollars (\$10.00) per parcel as said parcels are set forth on Exhibit A. The parcels described on said Exhibit A are 13 in number. Therefore, the maximum purchase price for all of the Subject Property is One Hundred Thirty Dollars (\$130.00). The parties hereto hereby agree and acknowledge that the purchase price has been paid to the Trustee upon his receipt of the option payment provided for in paragraph 1.

6. *Method of Conveyance.* Concurrent with the execution of this Option the Trustee shall execute thirteen (13) Trustee's deeds and Illinois Department of Revenue Transfer Declarations, one for each parcel conveying title to Waukegan, and place them with Diver, Grach, Quade & Masini, who shall serve as Escrowee. The Trustee shall also execute and place with the Escrowee a personal property Bill of Sale conveying to Waukegan title to all fixtures, equipment and personal property, free and clear of any liens or encumbrances, owned by Trustee and located on the Subject Property. The lien and right of access granted to the United States and the State of Illinois pursuant to paragraphs 8 and 9 of the Settlement Agreement between the Trustee and the United States and State of Illinois shall survive any conveyance of property under this Option.

7. *Failure to exercise option.* If Waukegan does not exercise this Option, the Trustee shall retain Waukegan's \$130.00 payment made hereunder, free from any and all claims which Waukegan may have. In that event, neither party shall have any further rights or claims against the other.

8. *Exercise of option.* If Waukegan exercises this Option, the Escrowee shall deliver the deed(s), Transfer Declaration(s) and Bill of Sale to the Purchaser.

9. *Assignment.* This Option and all rights hereunder shall be freely assignable. If Waukegan shall assign the same, all acts to be performed by Waukegan with respect to the purchase of the property may be performed by the assignee whether the assignment is made before or after the exercise of this Option.

10. *Title.* The title to the Subject Property shall be acceptable to the Purchaser, in its sole discretion, at the time of delivery of the deed(s).

11. *Possession.* Seller shall deliver possession of each parcel of the Subject Property as of the date of the delivery of the deed(s).

12. *Seller's Disclaimer.* PURCHASER ACKNOWLEDGES AND AGREES THAT IT WILL BE PURCHASING THE REAL PROPERTY BASED SOLELY UPON ITS INSPECTION AND INVESTIGATIONS OF THE REAL PROPERTY, AND THAT PURCHASER WILL BE PURCHASING THE REAL PROPERTY "AS IS" AND "WITH ALL FAULTS," BASED UPON THE CONDITION OF THE REAL PROPERTY AS OF THE DATE OF THIS AGREEMENT. ORDINARY WEAR AND TEAR AND LOSS BY FIRE OR OTHER CASUALTY OR CONDEMNATION EXCEPTED AND THAT SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE REAL PROPERTY. WITHOUT LIMITING THE FOREGOING, PURCHASER ACKNOWLEDGES THAT, EXCEPT AS MAY OTHERWISE BE SPECIFICALLY SET FORTH ELSEWHERE IN THIS AGREEMENT, NEITHER SELLER NOR ITS CONSULTANTS, EMPLOYEES, AGENTS OR OTHER PERSONS HAVE MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND UPON WHICH

PURCHASER IS RELYING AS TO ANY MATTERS CONCERNING THE REAL PROPERTY, INCLUDING, BUT NOT LIMITED TO: (A) THE CONDITION OR VALUE OF THE REAL PROPERTY, (B) THE EXISTENCE OR NON-EXISTENCE OF ANY POLLUTANT, TOXIC WASTE AND/OR HAZARDOUS MATERIALS (AS DEFINED BELOW) ON THE REAL PROPERTY, (C) ECONOMIC PROJECTIONS OR MARKET STUDIES CONCERNING THE REAL PROPERTY OR THE INCOME TO BE DERIVED FROM THE REAL PROPERTY; (D) ANY DEVELOPMENT RIGHTS, TAXES, BONDS, COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE REAL PROPERTY, (E) THE NATURE AND EXTENT OF ANY RIGHT OF WAY, LEASE, LIEN, ENCUMBRANCE, LICENSE, RESERVATION OR OTHER TITLE MATTER, (F) WATER OR WATER RIGHTS, TOPOGRAPHY, GEOLOGY, DRAINAGE, SOIL OR SUBSOIL OF THE REAL PROPERTY, (G) THE UTILITIES SERVING THE PROPERTY, (H) THE SUITABILITY OF THE REAL PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY ELECT TO CONDUCT THEREON, INCLUDING THE POSSIBILITIES FOR FUTURE DEVELOPMENT THEREON; OR (I) THE COMPLIANCE OF THE REAL PROPERTY WITH ANY ZONING, ENVIRONMENTAL, BUILDING OR OTHER LAWS, RULES OR REGULATIONS AFFECTING THE PROPERTY. SELLER MAKES NO REPRESENTATIONS OR WARRANTY THAT THE REAL PROPERTY COMPLIES WITH THE AMERICANS WITH DISABILITIES ACT OR ANY FIRE OR BUILDING CODE. PURCHASER HEREBY RELEASES SELLER FROM ANY AND ALL LIABILITY IN CONNECTION WITH ANY CLAIMS WHICH PURCHASER MAY HAVE AGAINST SELLER AND PURCHASER HEREBY AGREES NOT TO ASSERT ANY CLAIMS FOR CONTRIBUTION, COST RECOVERY OR OTHERWISE AGAINST SELLER RELATING DIRECTLY OR INDIRECTLY TO THE EXISTENCE OF ASBESTOS OR HAZARDOUS MATERIALS OR SUBSTANCES ON, RELATING TO OR ARISING FROM, OR ENVIRONMENTAL CONDITIONS RELATING TO OR ARISING FROM, THE REAL PROPERTY, WHETHER KNOWN OR UNKNOWN. PURCHASER ACKNOWLEDGES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE REAL PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE REAL PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. PURCHASER FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE REAL PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES, AND THAT SELLER (A) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND (B) MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, EXCEPT AS PROVIDED HEREIN. PURCHASER EXPRESSLY RECOGNIZES THAT THE REAL PROPERTY IS SUBJECT TO ONGOING AND FUTURE INVESTIGATIONS AND RESPONSE ACTIVITIES RELATING TO OR ARISING FROM HAZARDOUS MATERIALS AND THAT SUCH INVESTIGATIONS AND RESPONSE ACTIVITIES WILL RESTRICT LAND USE.

13. *Brokers.* There are no brokers or finders entitled to any brokerage or finder's fee or other commission or fee based upon arrangement made by or on behalf of Seller or any other person in connection with this agreement or any of the transactions contemplated hereby.

14. *Documents.* On each exercise of Option, the Escrowee shall deliver the deed(s) and any other required instruments to Purchaser.

15. *Costs, Expenses, Prorations.* Given the unique nature of the Subject Property and the circumstances of the Seller's status with respect to the Subject Property, the Purchaser agrees that it shall be responsible for all escrow fees, any documentary or transfer stamps, recording charges, and all title search and title insurance charges.

16. *Purchaser's Right to Challenge Real Property Taxes.* Upon execution of this Agreement, the Trustee grants Waukegan the right to contest the real property tax assessments and taxes on the Subject Property in any manner that Waukegan determines to be necessary and appropriate. All actions will be at Waukegan's sole expense. It is the Trustee's intention that this grant shall serve as evidence to any real property tax assessment or tax levying authority of Waukegan's authority to take such action.

17. *Preamble; Preliminary Recitals.* The Preliminary Recitals set forth in the Preamble hereto are hereby incorporated and made part of this Agreement.

18. *Counterparts; Headings; Interpretations.* This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall altogether constitute one and the same Agreement. The descriptive headings herein are inserted for convenience or reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. This Agreement shall be construed as a whole in accordance with the fair meaning of its language and, regardless of who is responsible for its original drafting, shall not be construed for or against either party.

19. *Severability.* If any provision, clause or part of this Agreement or the application thereof under certain circumstances is held invalid or unenforceable, the remainder of this Agreement, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.

20. *Fees and Expenses.* Each of the parties hereto will pay its own fees and expenses (including its attorneys' fees and expenses) and any fees, commissions and expenses of its financial advisors, investment bankers or brokers.

21. *Signatures.* Purchaser and Seller agree that the Agreement and all ancillary agreements, documents and instruments contemplated herein can be signed by facsimile and facsimile copies shall be binding on such signing party as if an original executed copy.

22. *Governing Law.* This Agreement shall be construed and interpreted according to the laws of the State of Illinois, without regard to the conflict of law principles thereof.

23. *Entire Agreement.* This Agreement supersedes all previous agreements between the parties with regard to the subject matter hereof and there are no other understandings or agreements between them.

24. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, and assigns.

25. *Recordation.* The parties agree that this Option or a Memorandum of same shall be recorded with the Lake County Recorder of Deeds by Waukegan.

26. *Approval.* The execution of this Option is contingent upon the approval of it by the Waukegan City Council.

IN WITNESS WHEREOF the parties have signed and acknowledged this Option as of the date stated above.

CITY OF WAUKEGAN, an
Illinois municipal corporation,

By: _____
Name: _____
Title: _____

Alex D. Moglia, as trustee of the
Chapter 7 bankruptcy estate of the
Outboard Marine Corporation,
a Delaware corporation

EXHIBIT A

PARCEL 1: A PARCEL OF LAND SITUATED IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15 AND IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 45 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT A POINT ON THE SOUTH LINE OF DAHRINGER ROAD WHERE SAID SOUTH LINE INTERSECTS THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE WEST ALONG SAID SOUTH LINE OF DAHRINGER ROAD 174.64 FEET TO A POINT ON THE EASTERLY LINE OF THE PROPERTY CONVEYED TO OUTBOARD MARINE CORPORATION BY THE RAILWAY COMPANY BY QUIT CLAIM DEED DATED MARCH 15, 1972, RECORDED AS DOCUMENT 1548605; THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE OF PROPERTY CONVEYED TO OUTBOARD MARINE CORPORATION 585 FEET TO A POINT THAT IS 25 FEET SOUTHEASTERLY FROM THE CENTER LINE OF AN EXISTING RAILWAY COMPANY TRACK AS NOW LOCATED (MEASURED AT RIGHT ANGLES THERETO); THENCE CONTINUING SOUTHWESTERLY 590 FEET ALONG SAID EASTERLY LINE OF PROPERTY CONVEYED TO OUTBOARD MARINE CORPORATION BY THE RAILWAY COMPANY BY QUIT CLAIM DEED DATED MARCH 15, 1972 RECORDED AS DOCUMENT 1548605, IN THE RECORDER'S OFFICE, TO A POINT OF BEGINNING; THENCE SOUTHEASTERLY ON A CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 331.72 FEET, 169.28 FEET TO A POINT THAT IS LOCATED 38 FEET DISTANCE NORTHEASTERLY FROM, AS MEASURED AT RIGHT ANGLES THERETO, THE CENTER LINE OF AN EXISTING RAILWAY TRACK; THENCE CONTINUING SOUTHEAST AND PARALLEL TO AND 38 FEET DISTANCE FROM, AS MEASURED AT RIGHT ANGLES THERETO, THE CENTER LINE OF SAID RAILWAY TRACK 201.94 FEET TO A POINT; THENCE CONTINUING SOUTHEASTERLY ON A CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 372.28 FEET, 264.88 FEET TO A POINT; THENCE CONTINUING EASTERLY AND PARALLEL TO AND 38 FEET DISTANCE FROM, AS MEASURED AT RIGHT ANGLES THERETO, THE CENTER LINE OF SAID RAILWAY TRACK 874.14 FEET TO A POINT; THENCE SOUTHEASTERLY ON A CURVE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 357.62 FEET, 530.64 FEET TO A POINT; THENCE CONTINUING SOUTHERLY AND PARALLEL TO AND 38 FEET DISTANCE FROM, AS MEASURED AT RIGHT ANGLES THERETO, THE CENTER LINE OF SAID RAILWAY TRACK 535.42 FEET TO A POINT; THENCE SOUTHERLY ON A CURVE CONVEX TO THE EAST HAVING A RADIUS OF 497.28 FEET, 107.00 FEET TO A POINT ON THE SOUTH LINE OF SEA HORSE DRIVE EXTENDED (FORMERLY PERSHING ROAD); THENCE WEST ALONG THE AFOREMENTIONED LINE 50.59 FEET TO A POINT; THENCE NORTHERLY ON A CURVE CONVEX TO THE EAST HAVING A RADIUS OF 447.28 FEET, 111.90 FEET TO A POINT; THENCE CONTINUING NORTHWESTERLY AND PARALLEL TO AND 12 FEET DISTANCE FROM, AS MEASURED AT RIGHT ANGLES THERETO, THE CENTER LINE OF SAID RAILWAY TRACK 535.42 FEET TO A POINT; THENCE NORTHWESTERLY ON A CURVE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 307.62 FEET, 456.45 FEET TO A POINT; THENCE CONTINUING WESTERLY AND PARALLEL TO AND 12 FEET DISTANCE FROM, AS MEASURED AT RIGHT ANGLES THERETO, THE CENTER LINE OF SAID RAILWAY TRACK 874.14 FEET TO A POINT; THENCE NORTHWESTERLY ON A CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 422.28 FEET, 300.46 FEET TO A POINT; THENCE CONTINUING NORTHWESTERLY AND PARALLEL TO AND 12 FEET DISTANCE FROM, AS MEASURED AT RIGHT ANGLES THERETO, THE CENTER LINE OF SAID RAILWAY TRACK 201.94 FEET TO A POINT; THENCE NORTHWESTERLY ON A CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 381.72 FEET, 248.23 FEET, MORE OR LESS, TO A POINT THAT IS 12 FEET SOUTHWESTERLY, AS MEASURED AT RIGHT ANGLES THERETO, FROM AN EXISTING RAILWAY TRACK AND IS ALSO 38 FEET FROM THE RAILWAYS MAIN LEAD TRACK; THENCE NORTHEASTERLY ALONG A LINE PARALLEL TO THE RAILWAYS MAIN LEAD TRACK 188.87 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A CURVE TO THE SOUTHWEST AND PARALLEL TO AND 38 FEET DISTANCE FROM, AS MEASURED AT RIGHT ANGLES THERETO, SAID EXISTING RAILWAY TRACK 218 FEET, MORE OR LESS, TO THE POINT OF BEGINNING (EXCEPTING THAT PORTION WHICH LIES WITHIN SEA HORSE DRIVE), IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 45 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHWEST CORNER OF THE TRACT OF LAND CONVEYED BY WILLIAM H. BAEHR ON MARCH 14, 1927 AS DOCUMENT 295716; THENCE EAST ALONG THE NORTH LINE OF SAID TRACT, 110.10 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG THE NORTHEASTERLY EXTENSION OF A LINE DRAWN PARALLEL WITH THE WESTERLY LINE OF A TRACT DESCRIBED IN DOCUMENT 295716, A DISTANCE OF 21.78 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF A 40 FOOT ROADWAY DEDICATED BY DOCUMENT 809018; THENCE SOUTHEASTERLY ALONG SAID SOUTH LINE A DISTANCE OF 42.6 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF TRACT DEDICATED BY SAID DOCUMENT 809018; THENCE SOUTH A DISTANCE OF 15.45 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF TRACT DESCRIBED IN DOCUMENT 295716, WHICH IS 46.5 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 46.5 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 45 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF DAHRINGER ROAD WHERE SAID SOUTH LINE INTERSECTS THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE WEST ALONG THE SOUTH LINE OF DAHRINGER ROAD 174.64 FEET TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF THE RAILWAY COMPANY 510.0 FEET, TO A POINT 25.0 FEET FROM THE CENTER LINE OF AN EXISTING RAILWAY COMPANY TRACT AS NOW LOCATED; THENCE SOUTHERLY ALONG A CURVE PARALLEL TO AND 25.0 FEET DISTANCE FROM, AS MEASURED AT RIGHT ANGLES THERETO, 160.0 FEET, MORE OR LESS, TO A POINT; THENCE NORTHEASTERLY

ALONG A LINE PARALLEL TO AND 12.0 FEET SOUTHEASTERLY FROM THE CENTER LINE OF THE MAIN LEAD TRACK OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY (AS MEASURED AT RIGHT ANGLES THERETO); 610.0 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF DAHRINGER ROAD; THENCE EAST ALONG SAID SOUTH LINE 93.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 45 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE ABOVE DESCRIBED POINT ON THE SOUTH LINE OF DAHRINGER ROAD WHERE SAID SOUTH LINE INTERSECTS THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE WEST ALONG SAID SOUTH LINE OF DAHRINGER ROAD 174.64 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF THE RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE, 585.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE 590.0 FEET TO A POINT; THENCE NORTHERLY ALONG A CURVE PARALLEL TO AND 38 FEET DISTANCE FROM, AS MEASURED AT RIGHT ANGLES THERETO, AN EXISTING RAILWAY TRACK 218.0 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE PARALLEL TO AND 38.0 FEET DISTANCE FROM, AS MEASURED AT RIGHT ANGLES THERETO, THE RAILWAY COMPANY'S MAIN LEAD TRACK 258.0 FEET, TO A POINT; THENCE CONTINUING NORTHEASTERLY ALONG A CURVE PARALLEL TO AND 25.0 FEET FROM, AS MEASURED AT RIGHT ANGLES THERETO, AN EXISTING RAILWAY COMPANY TRACK 148.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 5: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 45 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 15 WITH THE EASTERLY RIGHT OF WAY LINE OF THE RAILWAY COMPANY, AS NOW LOCATED; THENCE NORTHEASTERLY, ALONG SAID RIGHT OF WAY LINE, 299.8 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY, ALONG A CURVED LINE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 218.23 FEET, 445.99 FEET TO A POINT; THENCE NORTHWESTERLY, TANGENT TO THE LAST DESCRIBED LINE AT THE LAST DESCRIBED POINT, 133.0 FEET; THENCE NORTHWESTERLY, ALONG A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 381.72 FEET, 337.68 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE EASTERLY AFOREMENTIONED RIGHT OF WAY LINE OF THE RAILWAY COMPANY AS EXTENDED; THENCE SOUTHWESTERLY, ALONG SAID RIGHT OF WAY LINE EXTENDED, 513.88 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 6: A STRIP OF LAND IN THE SOUTHWEST 1/4 OF SECTION 15 AND THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 45 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID STRIP BEING 50 FEET IN WIDTH, 38 FEET ON THE NORTHERLY SIDE AND 12 FEET ON THE SOUTHERLY SIDE OF THE ELGIN JOLIET AND EASTERN RAILWAY COMPANY'S "EXISTING" LEAD TRACK TO GENERAL MOTORS AND JOHNSON MOTORS AS IT EXISTED ON NOVEMBER 7, 1960 WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE NORTH, ALONG THE NORTH AND SOUTH CENTER LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 15, 133.67 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 49 DEGREES 48 MINUTES 40 SECONDS LEFT TO THE LAST DESCRIBED COURSE EXTENDED, 336.97 FEET TO A POINT; THENCE SOUTHEASTERLY ON A CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 422.28 FEET AND BEGINNING TANGENT TO THE LAST DESCRIBED COURSE, 207.57 FEET TO A POINT 50 FEET FROM, MEASURED AT RIGHT ANGLES TO, THE LAST DESCRIBED TANGENT COURSE; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL TO AND 50 FEET FROM, MEASURED AT RIGHT ANGLES TO, SAID LAST DESCRIBED TANGENT LINE, 327.14 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHEASTERLY, ON A CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 478.38 FEET, 340.93 FEET TO A POINT OF TANGENT; THENCE EASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 271 FEET TO A POINT OF CURVE; THENCE CONTINUING EASTERLY, ON A CURVE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 496.59 FEET, 512.21 FEET TO POINT; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 25 DEGREES 56 MINUTES 17.5 SECONDS RIGHT TO THE END TANGENT OF THE LAST DESCRIBED COURSE, 217.15 FEET TO A POINT; THENCE NORTHERLY ON A CURVE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 446.59 FEET AND A BEGINNING TANGENT TO THE LAST DESCRIBED COURSE, 662.82 FEET TO A POINT; THENCE WESTERLY, TANGENT TO LAST DESCRIBED COURSE, 271 FEET TO A POINT OF CURVE; THENCE CONTINUING WESTERLY ON A CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 528.38 FEET, 376.56 FEET TO A POINT; THENCE WESTERLY, TANGENT TO LAST DESCRIBED COURSE, 249.49 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 7: A STRIP OF LAND IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 45 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID STRIP BEING 20 FEET IN WIDTH AND BEING BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 22, 575.5 FEET, MORE OR LESS, TO A POINT 10 FEET EASTERLY OF THE CENTER LINE OF THE MOST EASTERLY MAIN LEAD TRACK OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTHERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 74 DEGREES 51 MINUTES 30 SECONDS TO THE LAST DESCRIBED COURSE, BEING PARALLEL TO AND 10 FEET FROM THE CENTER LINE OF SAID MAIN LEAD TRACK OF THE RAILWAY, MEASURED AT RIGHT ANGLES THERETO, AND BEING THE WESTERLY LINE OF THE LAND CONVEYED BY SAID RAILWAY TO OUTBOARD MARINE CORPORATION BY SPECIAL WARRANTY DEED

DATED OCTOBER 27, 1948 AND RECORDED NOVEMBER 15, 1948 AS DOCUMENT 657749, IN BOOK 900 OF RECORDS, PAGE 179, 150.8 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ON A CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 478.48 FEET AND BEING THE SOUTHWESTERLY LINE OF THE LAND CONVEYED TO OUTBOARD MARINE CORPORATION BY AFOREMENTIONED DEED DATED OCTOBER 27, 1948, 504.0 FEET, MORE OR LESS, TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF A PUBLIC ROADWAY COMMONLY KNOWN AS PERSHING ROAD; THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF PERSHING ROAD, 20 FEET, MORE OR LESS, TO A POINT 20 FEET FROM THE LAST PREVIOUSLY DESCRIBED COURSE MEASURED AT RIGHT ANGLES TO THE TANGENT THEREOF; THENCE NORTHWESTERLY ON A CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 498.48 FEET AND PARALLEL TO AND 20 FEET FROM THE NEXT TO LAST DESCRIBED COURSE MEASURED AT RIGHT ANGLES TO THE TANGENT THEREOF, 384.2 FEET, MORE OR LESS, TO A POINT 10 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES TO, THE CENTER LINE OF THE AFOREMENTIONED MOST EASTERLY MAIN LEAD TRACK OF THE RAILWAY; THENCE NORTHERLY ALONG A LINE PARALLEL TO AND 10 FEET FROM THE CENTER LINE OF SAID MAIN LEAD TRACK, 139.65 FEET TO THE POINT AND POINT OF BEGINNING (EXCEPTING THEREFROM THAT CERTAIN STRIP OF LAND THEREIN 20 FEET IN WIDTH PREVIOUSLY CONVEYED BY THE RAILWAY TO OUTBOARD MARINE CORPORATION, BY SPECIAL WARRANTY DEED DATED JANUARY 2, 1948 AND RECORDED APRIL 15, 1958 AS DOCUMENT 640581, IN BOOK 863 OF RECORDS, PAGE 417), IN LAKE COUNTY, ILLINOIS.

PARCEL 8: THAT PART OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 45 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC ROADWAY COMMONLY KNOWN AS PERSHING ROAD, SAID POINT BEING THE SOUTHEASTERLY CORNER OF THE PROPERTY DEDICATED BY THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY TO THE CITY OF WAUKEGAN BY DEED DATED OCTOBER 29, 1953 AND RECORDED AS DOCUMENT 809018, IN BOOK 1214, PAGE 579; THENCE WESTERLY, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID PERSHING ROAD, 271.85 FEET TO A POINT; THENCE SOUTHERLY, ALONG A LINE FORMING AN INTERIOR ANGLE OF 81 DEGREES 49 MINUTES TO THE LAST DESCRIBED COURSE, 70.99 FEET TO A POINT; THENCE WESTERLY, ON A CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 175 FEET AND A BEGINNING TANGENT WHICH FORMS AN ANGLE OF 74 DEGREES 40 SECONDS RIGHT TO THE LAST DESCRIBED COURSE EXTENDED AN ARC DISTANCE OF 104.56 FEET TO A POINT 82 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF PERSHING ROAD, MEASURED AT RIGHT ANGLES THERETO; THENCE CONTINUING WESTERLY A DISTANCE OF 101 FEET TO A POINT 64 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF PERSHING ROAD, MEASURED AT RIGHT ANGLES THERETO; THENCE CONTINUING WESTERLY A DISTANCE OF 47 FEET TO A POINT 54 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF PERSHING ROAD, MEASURED AT RIGHT ANGLES THERETO; THENCE WESTERLY A DISTANCE OF 53 FEET TO A POINT 39 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF PERSHING ROAD, MEASURED AT RIGHT ANGLES THERETO; THENCE CONTINUING WESTERLY A DISTANCE OF 45 FEET TO A POINT 24 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF PERSHING ROAD, MEASURED AT RIGHT ANGLES THERETO; THENCE CONTINUING WESTERLY A DISTANCE OF 64.86 FEET TO A POINT ON SAID SOUTHERLY LINE OF PERSHING ROAD SAID POINT BEING THE POINT OF BEGINNING, OF THE PARCEL HEREIN BEING DESCRIBED; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF PERSHING ROAD, 66.6 FEET TO A POINT OF CURVE; THENCE CONTINUING WESTERLY ALONG THE SOUTHERLY LINE OF PERSHING ROAD, ON A CURVE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 153.58 FEET, AN ARC DISTANCE OF 133.16 FEET TO A POINT; THENCE SOUTHWESTERLY, TANGENT TO THE END POINT OF THE LAST DESCRIBED COURSE, 11.5 FEET TO A POINT; THENCE SOUTHEASTERLY, ALONG A LINE FORMING AN ANGLE OF 82 DEGREES 23 MINUTES 41 SECONDS, TO THE RIGHT OF THE LAST DESCRIBED COURSE, 329.35 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 71 DEGREES 03 MINUTES 15 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE, 202.82 FEET; THENCE NORTHEASTERLY 41.38 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PERSHING ROAD; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID PERSHING ROAD, 133.9 FEET, MORE OR

LESS, TO THE POINT OF BEGINNING (EXCEPT THOSE PARTS FALLING WITHIN PARCEL 19 HEREIN), IN LAKE COUNTY, ILLINOIS.

PARCEL 9: A PARCEL OF LAND SITUATED IN THE SOUTH 1/2 OF SECTION 15, TOWNSHIP 45 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE NORTH 1/2 OF SECTION 22, TOWNSHIP 45 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP AND RANGE AFORESAID; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 15, 576.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT OF BEGINNING BEING 10.0 FEET EASTERLY MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE MOST EASTERLY MAIN LEAD TRACK OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE NORTHEASTERLY 299.8 FEET PARALLEL WITH AND 10.0 FEET SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM SAID MOST EASTERLY MAIN LEAD TRACK OF THE ELGIN AND EASTERN RAILWAY COMPANY, TO A POINT 90.0 FEET MEASURED AT RIGHT ANGLES FROM

A STRAIGHT LINE DRAWN FROM A POINT ON THE SOUTH LINE OF DAHRINGER ROAD 100.0 FEET SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM SAID MOST EASTERLY MAIN LEAD TRACK OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY TO A POINT ON THE SOUTH LINE OF SAID SECTION 15, 100.0 FEET SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM SAID MOST EASTERLY MAIN LEAD TRACK OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE NORTHEASTERLY 205.73 FEET ON A CURVED LINE CONVEX TO THE NORTHWEST, THE RADIUS OF SAID CURVED LINE BEING 218.23 FEET TO THE POINT OF INTERSECTION OF SAID CURVED LINE WITH SAID STRAIGHT LINE; THENCE NORTHEASTERLY ALONG SAID STRAIGHT LINE, A DISTANCE OF 256.16 FEET TO A POINT 3.0 FEET NORTH OF THE CENTERLINE OF THE 48 INCH GILLETTE AVENUE STORM SEWER IN THE CITY OF WAUKEGAN; THENCE SOUTH 89 DEGREES 44 MINUTES EAST PARALLEL WITH AND 3.0 FEET NORTH OF THE CENTERLINE OF SAID STORM SEWER AND SAID CENTERLINE EXTENDED EASTERLY 2240.0 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE SHORE LINE OF LAKE MICHIGAN; THENCE SOUTHERLY ALONG THE SHORE LINE OF LAKE MICHIGAN TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF PERSHING ROAD AS DEDICATED BY DOCUMENT 799911 EXTENDED EASTERLY TO SAID SHORE LINE FROM A POINT WHICH IS 40.0 FEET NORTH MEASURED AT RIGHT ANGLES FROM THE RAIL END 126.48 FEET WEST OF THE NORTHEAST CORNER OF PROPERTY CONVEYED TO WILLIAM H. BAHR MARCH 14, 1927; THENCE WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF PERSHING ROAD TO SAID POINT 40.0 FEET NORTH MEASURED AT RIGHT ANGLES FROM SAID RAIL END, 126.48 FEET WEST OF THE NORTHEAST CORNER SAID WILLIAM H. BAHR PROPERTY; THENCE WEST 857.44 FEET ALONG SAID NORTH RIGHT OF WAY LINE OF PERSHING ROAD; THENCE 91.6 FEET NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE OF PERSHING ROAD DELECTING 8 DEGREES 4 MINUTES 40 SECONDS TO THE RIGHT FROM LAST DESCRIBED NORTH RIGHT OF WAY LINE OF PERSHING ROAD TO A POINT ON THE EAST LINE OF A 20.0 FOOT STRIP OF LAND CONVEYED TO OUTBOARD MARINE AND MANUFACTURING CORPORATION BY DEED DATED JANUARY 2, 1948 AND RECORDED AS DOCUMENT 640581 IN BOOK 863 OF DEEDS, PAGE 417; THENCE 835.7 FEET NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE OF PERSHING ROAD TO A POINT ON THE SOUTH LINE OF AFORESAID 20.0 FOOT STRIP OF LAND 240.0 FEET EASTERLY FROM A POINT ON SAID 20.0 FOOT STRIP OF LAND THAT IS 10.0 FEET FROM THE CENTERLINE OF THE SPUR TRACK LEADING INTO THE SOUTHERLY SIDE OF SLIP NO. 3 MEASURED AT RIGHT ANGLES TO THE TANGENT OF THE CURVE OF SAID CENTERLINE OF SAID SPUR TRACK SAID LAST MENTIONED COURSE ALONG THE NORTH RIGHT OF WAY LINE OF PERSHING ROAD BEING CONTIGUOUS WITH THE SOUTH LINE OF SAID 20.0 FOOT STRIP OF LAND; THENCE 179.7 FEET SOUTHWESTERLY AT AN ANGLE OF 49 DEGREES 50 MINUTES MEASURED COUNTER-CLOCKWISE FROM THE SOUTH LINE OF SAID 20.0 FOOT STRIP OF LAND TO A POINT 10.0 FOOT EASTERLY FROM THE CENTERLINE OF SAID SPUR TRACK LEADING INTO THE SOUTHERLY SIDE OF SLIP NO. 3 MEASURED AT RIGHT ANGLES TO THE TANGENT OF THE CURVE OF SAID SPUR TRACK; THENCE NORTHERLY 185.0 FEET PARALLEL TO AND 10.0 FEET NORTHEASTERLY FROM THE CENTERLINE OF SAID SPUR TRACK LEADING INTO SOUTHERLY SIDE OF SLIP NO. 3 MEASURED AT RIGHT ANGLES TO THE TANGENT OF SAID CURVE TO A POINT ON THE SOUTHERLY LINE OF THE AFORESAID 20.0 FOOT STRIP OF LAND 92.02 FEET, MORE OR LESS, SOUTHERLY FROM THE SOUTHWESTERLY CORNER OF SAID 20.0 FOOT STRIP OF LAND; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF SAID 20.0 FOOT STRIP OF LAND 92.02 FEET, MORE OR LESS, TO THE SOUTHWESTERLY CORNER OF SAID 20.0 FOOT STRIP OF LAND; THENCE NORTHERLY 10.0 FEET ALONG THE WESTERLY LINE OF SAID 20.0 FOOT STRIP OF LAND MEASURED AT RIGHT ANGLES TO THE SOUTHERLY LINE OF SAID 20.0 FOOT STRIP OF LAND TO A POINT DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP AND RANGE AFORESAID; THENCE SOUTH 440.7 FEET ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 22; THENCE 468.4 FEET EAST MEASURED AT RIGHT ANGLES TO SAID WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 22 TO THE POINT OF BEGINNING OF AFORESAID 20.0 FOOT STRIP OF LAND; THENCE 10.0 FEET NORTHERLY ALONG SAID WEST LINE OF SAID 20.0 FOOT STRIP OF LAND TO THE NORTHWESTERLY CORNER THEREOF; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID 20 FOOT STRIP OF LAND 83.67 FEET, MORE OR LESS, TO A POINT THAT IS 551.4 FEET

EAST OF THE WEST LINE OF AFORESAID NORTHWEST 1/4 OF SECTION 22; THENCE NORTHERLY PARALLEL TO AND 10.0 FEET EASTERLY FROM THE CENTERLINE OF SAID SPUR TRACK LEADING INTO THE SOUTHERLY SIDE OF SLIP NO. 3 AND THE MOST EASTERLY MAIN LEAD TRACK OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY 458.4 FEET MORE OR LESS, TO THE POINT OF BEGINNING (EXCEPTING FROM SAID TRACT OF LAND, A STRIP OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHERLY POINT OF THE AFORESAID "STRAIGHT LINE", SAID POINT BEING ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 15, 100.0 FEET EASTERLY MEASURED AT RIGHT ANGLES FROM SAID MOST EASTERLY MAIN LEAD TRACK OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE 586.02 FEET NORTHERLY ALONG SAID "STRAIGHT LINE" PARALLEL TO AND 100.0 FEET SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM AFORESAID MOST EASTERLY MAIN LEAD TRACK TO THE POINT OF BEGINNING OF THIS EXCEPTION; THENCE 169.28 FEET SOUTHEASTERLY ALONG A CURVED LINE CONVEX TO THE WEST, THE RADIUS OF SAID CURVED LINE BEING 331.72 FEET; THENCE 788.41 FEET SOUTH 49 DEGREES 13 MINUTES 40 SECONDS EAST TO A POINT; THENCE CONTINUING SOUTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY HAVING A RADIUS OF 478.38 FEET, 340.93 FEET TO A POINT; THENCE EASTERLY TANGENT TO THE LAST DESCRIBED COURSE 271.0 FEET TO A POINT; THENCE CONTINUING EASTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY HAVING A RADIUS OF 496.59 FEET, 682.74 FEET TO A POINT 168.0 FEET NORTH OF THE LINE OF THE AFORESAID WILLIAM H. BAEHR PROPERTY MEASURED AT RIGHT ANGLES THERETO; THENCE WESTERLY PARALLEL TO AND 168.0 FEET NORTHERLY OF AFORESAID NORTH LINE OF AFORESAID WILLIAM A. BAEHR PROPERTY 51.09 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY HAVING A RADIUS OF 446.59 FEET, 604.0 FEET TO A POINT; THENCE WESTERLY TANGENT TO THE LAST DESCRIBED COURSE; 271.0 FEET TO A POINT; THENCE CONTINUING WESTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY HAVING A RADIUS OF 528.38 FEET, 376.56 FEET TO A POINT; THENCE NORTHWESTERLY TANGENT TO THE LAST DESCRIBED COURSE, 655.40 FEET; THENCE 240.26 FEET WESTERLY ALONG A CURVED LINE CONVEX TO THE NORTH THE RADIUS OF SAID CURVED LINE BEING 218.23 FEET TO THE INTERSECTION OF SAID CURVED LINE WITH AFORESAID "STRAIGHT LINE" AT A POINT 451.86 FEET NORTHERLY OF THE SOUTH LINE OF AFORESAID SOUTHWEST 1/4 OF SECTION 15 MEASURED ALONG SAID "STRAIGHT LINE"; THENCE 234.16 FEET NORTHERLY ALONG SAID "STRAIGHT LINE TO THE POINT OF BEGINNING OF THIS EXCEPTION) AND ALSO (EXCEPTING FROM SAID TRACT OF LAND A PARCEL OF LAND IN FRACTIONAL SECTION 22 AFORESAID DESCRIBED AS FOLLOWS: A STRIP OF LAND 50.0 FEET IN WIDTH, 38.0 FEET ON THE EASTERLY SIDE AND 12.0 FEET ON THE WESTERLY SIDE OF THE LINE HEREINAFTER DESCRIBED AS BEGINNING AT A POINT IN THE NORTH LINE OF THE LAND PREVIOUSLY DEDICATED TO THE CITY OF WAUKEGAN FOR ROAD PURPOSES SAID POINT BEING NORTH 90 DEGREES A DISTANCE OF 40.0 FEET FROM A POINT 114.48 FEET WEST OF THE NORTHEAST CORNER OF THE TRACT CONVEYED TO WILLIAM A. BAEHR ON MARCH 14, 1927; THENCE NORTHERLY ALONG A CURVED LINE CONVEX EASTERLY AND HAVING A RADIUS OF 458.59 FEET, A DISTANCE OF 128.0 FEET, MORE OR LESS, TO A POINT IN THE LINE DRAWN 168.0 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF THE BAEHR TRACT AFORESAID) AND ALSO (EXCEPT THAT PART THEREOF DESCRIBED IN PARCEL 1 OF OUR CAPTION), IN LAKE COUNTY, ILLINOIS.

PARCEL-10: THAT PART OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 45 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC ROADWAY COMMONLY KNOWN AS PERSHING ROAD, SAID ROAD BEING THE SOUTHEASTERLY CORNER OF THE PROPERTY DEDICATED BY THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY TO THE CITY OF WAUKEGAN BY DEED DATED OCTOBER 29, 1953, AND RECORDED AS DOCUMENT 809018, BOOK 1214, PAGE 579; THENCE WESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID PERSHING ROAD, 271.86 FEET TO A POINT; THENCE SOUTHERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 81 DEGREES 49 MINUTES TO THE LAST DESCRIBED COURSE, 70.99 FEET TO A POINT; THENCE WESTERLY, ON A CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 175 FEET AND BEGINNING TANGENT WHICH

FORMS AN ANGLE OF 74 DEGREES 31 MINUTES 40 SECONDS RIGHT TO THE LAST DESCRIBED COURSE EXTENDED AN ARC DISTANCE OF 104.56 FEET TO POINT 82 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF PERSHING ROAD, MEASURED AT RIGHT ANGLES THERETO; THENCE CONTINUING WESTERLY A DISTANCE OF 101 FEET TO A POINT 64 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF PERSHING ROAD, MEASURED AT RIGHT ANGLES THERETO; THENCE CONTINUING WESTERLY A DISTANCE OF 47 FEET TO A POINT 54 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF PERSHING ROAD, MEASURED AT RIGHT ANGLES THERETO; THENCE WESTERLY A DISTANCE OF 53 FEET TO A POINT 39 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF PERSHING ROAD, MEASURED AT RIGHT ANGLES THERETO; THENCE CONTINUING WESTERLY A DISTANCE OF 45 FEET TO A POINT 24 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF PERSHING ROAD, MEASURED AT RIGHT ANGLES THERETO; THENCE CONTINUING WESTERLY A DISTANCE OF 64.86 FEET TO A POINT ON SAID SOUTHERLY LINE OF PERSHING ROAD; THENCE WESTERLY, ALONG SAID SOUTHERLY LINE OF PERSHING ROAD, 66.6 FEET TO A POINT OF CURVE; THENCE CONTINUING WESTERLY, ALONG THE SOUTHERLY LINE OF PERSHING ROAD, ON A CURVE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 153.58 FEET, AN ARC DISTANCE OF 133.16 FEET TO A POINT; THENCE SOUTHWESTERLY, TANGENT TO THE END POINT OF THE LAST DESCRIBED COURSE, 11.5 FEET TO A POINT; THENCE SOUTHEASTERLY, ALONG A LINE FORMING AN ANGLE OF 82 DEGREES 23 MINUTES 41 SECONDS, TO THE RIGHT OF THE LAST DESCRIBED COURSE, AND WHICH, FOR THE PURPOSES OF THIS DESCRIPTION, SHALL HAVE AN ASSUMED BEARING OF SOUTH 49 DEGREES 41 MINUTES 38 SECONDS EAST, 329.35 FEET, TO THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED; THENCE CONTINUING SOUTH 49 DEGREES 41 MINUTES 38 SECONDS EAST ALONG THE LAST DESCRIBED COURSE, 478.58 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE BEARING NORTH 10 DEGREES 31 MINUTES 36 SECONDS EAST, HEREINAFTER REFERRED TO AS "COURSE A", THE SOUTHERLY TERMINUS OF SAID "COURSE A" MORE PARTICULARLY DESCRIBED AS FOLLOWS: (COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST CORNER OF SAID NORTHWEST 1/4 IN SECTION 22 AFORESAID; THENCE NORTHEASTERLY MAKING A NORTHEAST ANGLE OF 89 DEGREES 29 MINUTES WITH THE EAST AND WEST QUARTER LINE OF SAID SECTION 22, TO A POINT ON THE NORTH LINE OF CITY STREET, 66 FEET FROM, MEASURED AT RIGHT ANGLES, THE EAST AND WEST QUARTER LINE OF SAID SECTION 22; THENCE EAST WITH AND ALONG THE NORTH LINE OF SAID CITY STREET, PARALLEL WITH THE EAST AND WEST CENTER OF SAID SECTION 22, 585.37 FEET TO A POINT ON THE NORTHWESTERLY LINE OF HARBOR STREET; THENCE NORTHEASTERLY WITH AND ALONG SAID NORTHWESTERLY LINE OF HARBOR STREET AND MAKING A NORTHEASTERLY ANGLE OF 75 DEGREES 12 MINUTES 10 SECONDS WITH THE LAST DESCRIBED COURSE EXTENDED EAST, 119.43 FEET TO A POINT; THENCE EAST, PARALLEL WITH AND 181.47 FEET FROM, MEASURED AT RIGHT ANGLES, THE SAID CENTER LINE OF SECTION 22, 373.61 FEET TO A POINT; THENCE NORTHEASTERLY MAKING A NORTHEASTERLY ANGLE OF 60 DEGREES 01 MINUTES 15 SECONDS WITH THE LAST DESCRIBED COURSE EXTENDED EAST 417.44 FEET TO A POINT WHICH IS 543.06 FEET NORTH (MEASURED AT RIGHT ANGLES) OF THE EAST AND WEST CENTER LINE OF SECTION 22, AFORESAID, WHICH FOR THE PURPOSES OF REFERENCE IN THIS DESCRIPTION IS HEREINAFTER REFERRED TO AS AN EAST AND WEST LINE HAVING A BEARING OF NORTH 90 DEGREES EAST OR NORTH 90 DEGREES WEST; CONTINUING THENCE NORTH 29 DEGREES 58 MINUTES 45 SECONDS EAST ALONG THE LAST DESCRIBED LINE EXTENDED NORTHEASTERLY, A DISTANCE OF 16.03 FEET TO THE SOUTHERLY TERMINUS OF SAID "COURSE A" HEREIN BEING DESCRIBED); THENCE NORTH 10 DEGREES 31 MINUTES 36 SECONDS EAST, ALONG SAID COURSE A", 126.89 FEET, MORE OR LESS, TO A POINT WHICH IS 330.51 FEET SOUTH 10 DEGREES 31 MINUTES 36 SECONDS WEST FROM THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED BY WILLIAM H. BAEHR ON MARCH 14, 1927 AS DOCUMENT 295716; THENCE NORTH 90 DEGREES EAST 109.39 FEET TO THE WEST FACE OF THE SEAWALL LINING THE EAST SIDE OF THE WAUKEGAN HARBOR; THENCE NORTH 10 DEGREES 31 MINUTES 24 SECONDS EAST, ALONG SAID SEAWALL 1.79 FEET, TO AN ANGLE POINT THEREON; THENCE NORTH 81 DEGREES 09 MINUTES 18 SECONDS WEST, ALONG SAID SEAWALL, 109.99 FEET TO AN ANGLE POINT THEREOF; THENCE SOUTH 08 DEGREES 44 MINUTES 17 SECONDS WEST ALONG SAID SEAWALL, 17.67 FEET TO AN ANGLE POINT THEREON; THENCE NORTH 71 DEGREES 11 MINUTES 40 SECONDS WEST, ALONG SAID

SEAWALL, 136.98 FEET, TO AN ANGLE POINT THEREON; THENCE NORTH 62 DEGREES 42 MINUTES 47 SECONDS WEST, ALONG SAID SEAWALL, 60.97 FEET TO AN ANGLE POINT THEREON; THENCE NORTH 13 DEGREES 05 MINUTES 57 SECONDS EAST, ALONG SAID SEAWALL, 6.60 FEET TO AN ANGLE POINT THEREON; THENCE NORTH 55 DEGREES 10 MINUTES 09 SECONDS WEST ALONG SAID SEAWALL 75.35 FEET TO AN ANGLE POINT THEREON; THENCE NORTH 37 DEGREES 25 MINUTES 29 SECONDS EAST ALONG SAID SEAWALL, 12.51 FEET TO AN ANGLE POINT THEREON; THENCE NORTH ~~56 DEGREES 11 MINUTES 02 SECONDS WEST, ALONG SAID SEAWALL, 162.40 FEET, MORE OR LESS,~~ TO A POINT LYING NORTH 21 DEGREES 21 MINUTES 38 SECONDS EAST 41.10 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 21 DEGREES 21 MINUTES 38 SECONDS WEST, 41.10 FEET TO THE POINT OF BEGINNING (EXCEPT THOSE PARTS FALLING WITHIN PARCEL 19 HEREIN), IN LAKE COUNTY, ILLINOIS.

PARCEL 11: THAT PART OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 45 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE NORTH, ALONG THE WEST LINE OF SAID SECTION 22, 66 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF A PUBLIC ROADWAY COMMONLY KNOWN AS CITY STREET; THENCE EASTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 90 DEGREES 31 MINUTES TO THE LAST DESCRIBED COURSE AND PARALLEL WITH THE EAST AND WEST CENTERLINE OF AFORESAID SECTION 22, 340 FEET TO A POINT ON THE EASTERLY LINE OF A 40 FOOT STRIP OF LAND CONVEYED TO THE CITY OF WAUKEGAN BY THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY BY DEED OF DEDICATION DATED JUNE 17, 1952; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID 40 FOOT STRIP OF LAND DEDICATED TO THE CITY OF WAUKEGAN AND PARALLEL WITH THE WEST LINE OF AFORESAID SECTION 22, 424.13 FEET; THENCE NORTHWESTERLY ALONG A LINE 17 DEGREES 58 MINUTES LEFT TO THE LAST DESCRIBED COURSE 322.83 FEET; THENCE NORTHERLY ALONG A LINE 17 DEGREES 47 MINUTES RIGHT TO THE LAST DESCRIBED COURSE 5.23 FEET; THENCE CONTINUING NORTHERLY TANGENT TO THE LAST DESCRIBED COURSE, 155.69 FEET; THENCE NORTHEASTERLY, ALONG A LINE 27 DEGREES 00 MINUTES RIGHT TO THE LAST DESCRIBED COURSE, 466.37 FEET; THENCE CONTINUING NORTHEASTERLY ALONG A LINE 03 DEGREES 56 MINUTES LEFT TO THE LAST DESCRIBED COURSE, 83.84 FEET; THENCE CONTINUING NORTHEASTERLY ALONG A LINE 02 DEGREES 38 MINUTES 23 SECONDS LEFT TO THE LAST DESCRIBED COURSE, 553.38 FEET; THENCE CONTINUING NORTHEASTERLY, ALONG A LINE 27 DEGREES 14 MINUTES 13 SECONDS RIGHT TO THE LAST DESCRIBED COURSE 103.19 FEET; THENCE SOUTHEASTERLY ALONG A LINE 82 DEGREES 23 MINUTES 41 SECONDS RIGHT TO THE LAST DESCRIBED COURSE AND WHICH, FOR THE PURPOSES OF THIS DESCRIPTION SHALL HAVE AN ASSUMED BEARING OF SOUTH 49 DEGREES 41 MINUTES 38 SECONDS EAST, 156.94 FEET, TO THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED, SAID POINT OF BEGINNING BEING A POINT ON THE EAST FACE OF THE STEEL SHEETING LINING THE WESTERLY FACE OF THE WAUKEGAN HARBOR; THENCE CONTINUING SOUTH 49 DEGREES 41 MINUTES 38 SECONDS EAST, ALONG THE LAST DESCRIBED COURSE, 650.98 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE BEARING NORTH 10 DEGREES 31 MINUTES 36 SECONDS EAST, HERINAFTER REFERRED TO AS "COURSE A", THE SOUTHERLY TERMINUS OF COURSE A" MORE PARTICULARLY DESCRIBED AS FOLLOWS: (COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 IN SECTION 22 AFORESAID; THENCE NORTHEASTERLY MAKING A NORTHEAST ANGLE OF 89 DEGREES 29 MINUTES WITH THE EAST AND WEST QUARTER LINE OF SAID SECTION 22, TO A POINT ON THE NORTH LINE OF CITY STREET, 66 FEET FROM, MEASURED AT RIGHT ANGLES, THE EAST AND WEST QUARTER OF SAID SECTION 22; THENCE EAST WITH AND ALONG THE NORTH LINE OF SAID CITY STREET, PARALLEL WITH THE EAST AND WEST CENTER LINE OF SAID SECTION 22, 585.37 FEET TO A POINT ON THE NORTHWESTERLY LINE OF HARBOR STREET; THENCE NORTHEASTERLY WITH AND ALONG SAID NORTHWESTERLY LINE OF HARBOR STREET AND MAKING A NORTHEASTERLY ANGLE OF 75 DEGREES 12 MINUTES 10 SECONDS WITH THE LAST DESCRIBED COURSE EXTENDED EAST, 119.43 FEET TO A POINT; THENCE EAST, PARALLEL WITH AND 181.47 FEET; FROM, MEASURED AT RIGHT ANGLES THE SAID CENTER LINE OF SECTION 22, 373.61 FEET

TO A POINT; THENCE NORTHEASTERLY MAKING A NORTHEASTERLY ANGLE OF 60 DEGREES 01 MINUTES 15 SECONDS WITH THE LAST DESCRIBED COURSE EXTENDED EAST 417.44 FEET TO A POINT WHICH IS 543.06 FEET NORTH (MEASURED AT RIGHT ANGLES) OF THE EAST AND WEST CENTER LINE OF SECTION 22, AFORESAID, WHICH FOR THE PURPOSE OF REFERENCE IN THIS DESCRIPTION IS HERINAFTER REFERRED TO AS AN EAST AND WEST LINE HAVING A BEARING OF NORTH 90 DEGREES EAST OR NORTH 90 DEGREES WEST; CONTINUING THENCE NORTH 29 DEGREES 58 MINUTES 45 SECONDS EAST ALONG THE LAST DESCRIBED LINE EXTENDED NORTHEASTERLY, A DISTANCE OF 16.03 FEET TO THE SOUTHERLY TERMINUS OF SAID "COURSE A" HEREIN BEING DESCRIBED); THENCE SOUTH 10 DEGREES 31 MINUTES 36 SECONDS WEST, ALONG SAID "COURSE A" 211.22 FEET; THENCE NORTH 90 DEGREES WEST, 107.11 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY FACE OF THE STEEL SHEETING LINING THE WESTERLY FACE OF THE WAUKEGAN HARBOR; THENCE NORTH 10 DEGREES 17 MINUTES 01 SECONDS; EAST ALONG SAID SHEETING, 65.19 FEET TO AN ANGLE POINT THEREON; THENCE NORTH 17 DEGREES 09 MINUTES 09 SECONDS WEST, ALONG SAID SHEETING, 252.49 FEET TO AN ANGLE POINT THEREON; THENCE NORTH 41 DEGREES 35 MINUTES 22 SECONDS WEST, ALONG SAID SHEETING, 193.99 FEET TO AN ANGLE POINT THEREON; THENCE NORTH 53 DEGREES 26 MINUTES 17 SECONDS WEST, ALONG SAID SHEETING, 230.55 FEET TO AN ANGLE POINT THEREON; THENCE NORTH 32 DEGREES 27 MINUTES 22 SECONDS EAST ALONG SAID SHEETING 48.51 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 12: THAT PART OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 45 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE NORTH, ALONG THE WEST LINE OF SAID SECTION 22, 66 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF A PUBLIC ROADWAY COMMONLY KNOWN AS CITY STREET; THENCE EASTERLY, ALONG A LINE FORMING AN INTERIOR ANGLE OF 90 DEGREES 31 MINUTES TO THE LAST DESCRIBED COURSE AND PARALLEL WITH THE EAST AND WEST CENTERLINE OF AFORESAID SECTION 22, 340 FEET TO A POINT ON THE EASTERLY LINE OF A 40 FOOT STRIP OF LAND CONVEYED TO THE CITY OF WAUKEGAN BY THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY BY DEED OF DEDICATION DATED JUNE 17, 1952; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID 40 FOOT STRIP OF LAND DEDICATED TO THE CITY OF WAUKEGAN AND PARALLEL WITH THE WEST LINE OF AFORESAID SECTION 22, 424.13 FEET; THENCE NORTHWESTERLY, ALONG A LINE 17 DEGREES 58 MINUTES LEFT TO THE LAST DESCRIBED COURSE 322.83 FEET; THENCE NORTHERLY ALONG A LINE 17 DEGREES 47 MINUTES RIGHT TO THE LAST DESCRIBED COURSE 5.23 FEET; THENCE CONTINUING NORTHERLY TANGENT TO THE LAST DESCRIBED COURSE, 155.69 FEET; THENCE NORTHEASTERLY, ALONG A LINE 27 DEGREES 00 MINUTES RIGHT TO THE LAST DESCRIBED COURSE, 466.37 FEET; THENCE CONTINUING NORTHEASTERLY ALONG A LINE 03 DEGREES 56 MINUTES LEFT TO THE LAST DESCRIBED COURSE, 83.94 FEET; THENCE CONTINUING NORTHEASTERLY ALONG A LINE 02 DEGREES 38 MINUTES 23 SECONDS LEFT TO THE LAST DESCRIBED COURSE, 553.38 FEET; THENCE CONTINUING NORTHEASTERLY, ALONG A LINE 27 DEGREES 14 MINUTES 13 SECONDS RIGHT TO THE LAST DESCRIBED COURSE 103.19 FEET; THENCE SOUTHEASTERLY, ALONG A LINE 82 DEGREES 23 MINUTES 41 SECONDS RIGHT TO THE LAST DESCRIBED COURSE AND WHICH, FOR THE PURPOSES OF THIS DESCRIPTION SHALL HAVE AN ASSUMED BEARING OF SOUTH 49 DEGREES 41 MINUTES 38 SECONDS EAST 126.70 FEET, TO THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED; THENCE SOUTH 32 DEGREES 27 MINUTES 22 SECONDS WEST, 80.47 FEET; THENCE SOUTH 53 DEGREES 26 MINUTES 17 SECONDS EAST, 254.85 FEET; THENCE SOUTH 41 DEGREES 35 MINUTES 22 SECONDS EAST, 194.77 FEET; THENCE SOUTH 17 DEGREES 09 MINUTES 09 SECONDS EAST, 303.93 FEET TO THE EASTERLY FACE OF THE STEEL SHEETING LINING THE WESTERLY FACE OF THE WAUKEGAN HARBOR; THENCE NORTH 10 DEGREES 17 MINUTES 01 SECONDS EAST, ALONG SAID SHEETING, 65.19 FEET, TO AN ANGLE POINT THEREON; THENCE NORTH 17 DEGREES 09 MINUTES 09 SECONDS WEST ALONG SAID SHEETING, 259.49 FEET TO AN ANGLE POINT THEREON; THENCE NORTH 41 DEGREES 35 MINUTES 22 SECONDS WEST, ALONG SAID SHEETING, 193.99 FEET

TO AN ANGLE POINT THEREON; THENCE NORTH 53 DEGREES 26 MINUTES 17 SECONDS WEST, ALONG SAID SHEETING, 230.55 FEET TO AN ANGLE POINT THEREON; THENCE NORTH 32 DEGREES 27 MINUTES 22 SECONDS EAST, ALONG SAID SHEETING, 48.51 FEET; THENCE NORTH 49 DEGREES 41 MINUTES 38 SECONDS WEST, 30.24 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 13: THAT PART OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 45 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC ROADWAY COMMONLY KNOWN AS PERSHING ROAD, SAID POINT BEING THE SOUTHEASTERLY CORNER OF THE PROPERTY DEDICATED BY THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY TO THE CITY OF WAUKEGAN BY DEED DATED OCTOBER 19, 1953 AND RECORDED AS DOCUMENT NUMBER 809018, BOOK 1214, PAGE 579; THENCE WESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID PERSHING ROAD, 271.86 FEET TO A POINT; THENCE SOUTHERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 81 DEGREES 49 MINUTES TO THE LAST DESCRIBED COURSE, 70.99 FEET TO A POINT; THENCE WESTERLY ON A CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 175 FEET AND BEGINNING TANGENT WHICH FORMS AN ANGLE OF 74 DEGREES 31 MINUTES 40 SECONDS RIGHT TO THE LAST DESCRIBED COURSE EXTENDED AN ARC DISTANCE OF 104.56 FEET TO A POINT 82 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF PERSHING ROAD, MEASURED AT RIGHT ANGLES THERETO; THENCE CONTINUING WESTERLY A DISTANCE OF 101 FEET TO A POINT 64 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF PERSHING ROAD, MEASURED AT RIGHT ANGLES THERETO; THENCE CONTINUING WESTERLY A DISTANCE OF 47 FEET TO A POINT 54 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF PERSHING ROAD, MEASURED AT RIGHT ANGLES THERETO; THENCE WESTERLY A DISTANCE OF 53 FEET TO A POINT 39 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF PERSHING ROAD, MEASURED AT RIGHT ANGLES THERETO; THENCE CONTINUING WESTERLY A DISTANCE OF 45 FEET TO A POINT 24 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF PERSHING ROAD, MEASURED AT RIGHT ANGLES THERETO; THENCE CONTINUING WESTERLY A DISTANCE OF 64.86 FEET TO A POINT ON SAID SOUTHERLY LINE OF PERSHING ROAD; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF PERSHING ROAD, 66.0 FEET, MORE OR LESS, TO A POINT OF CURVE; THENCE CONTINUING WESTERLY ALONG THE SOUTHERLY LINE OF PERSHING ROAD, ON A CURVE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 153.58 FEET, AN ARC DISTANCE OF 108.42 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED; THENCE CONTINUING ALONG SAID CURVE AN ARC DISTANCE OF 24.74 FEET TO A POINT; THENCE SOUTHWESTERLY, TANGENT TO THE END POINT OF THE LAST DESCRIBED COURSE, 11.5 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 82 DEGREES 23 MINUTES 41 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE AND WHICH LINE SHALL HEREINAFTER HAVE A BEARING OF SOUTH 49 DEGREES 41 MINUTES 38 SECONDS EAST FOR PURPOSES OF THIS DESCRIPTION, 712.42 FEET TO A POINT, SAID POINT BEING ON THE EAST EDGE OF STEEL SEAWALL; THENCE NORTH 16 DEGREES 34 MINUTES 23 SECONDS EAST ALONG SAID SEAWALL TO A POINT, SAID POINT BEING THE INTERSECTION OF THE NORTHERLY EDGE OF A 1.1 FOOT WIDE CONCRETE WALL AND THE EASTERLY EDGE OF A 0.5 FOOT CONCRETE WALL AND CONCRETE SLAB, A DISTANCE OF 91.78 FEET; THENCE NORTH 71 DEGREES 38 MINUTES 21 SECONDS WEST ALONG THE NORTHERLY EDGE OF SAID 1.1 FOOT CONCRETE WALL, 1.19 FEET TO A POINT, SAID POINT BEING AN INTERSECTION OF THE NORTHERLY EDGE OF SAID 1.1 FOOT CONCRETE WALL AND THE EASTERLY EDGE OF 0.5 FOOT CONCRETE WALL, SAID 0.5 FOOT CONCRETE WALL HEREINAFTER REFERRED TO AS "CONCRETE WALL"; THENCE NORTH 16 DEGREES 46 MINUTES 11 SECONDS EAST ALONG THE EASTERLY EDGE OF "CONCRETE WALL", 27.64 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE EASTERLY EDGE OF "CONCRETE WALL" AND THE NORTHERLY EDGE OF "CONCRETE WALL"; THENCE NORTH 67 DEGREES 09 MINUTES 29 SECONDS WEST ALONG THE NORTHERLY EDGE OF "CONCRETE

WALL", 58.83 FEET; THENCE NORTH 84 DEGREES 45 MINUTES 20 SECONDS WEST ALONG THE NORTHERLY EDGE OF "CONCRETE WALL", 10.13 FEET; THENCE NORTH 62 DEGREES 48 MINUTES 35 SECONDS WEST ALONG THIS NORTHERLY EDGE OF "CONCRETE WALL", 30.24 FEET; THENCE NORTH 62 DEGREES 02 MINUTES 29 SECONDS WEST ALONG THE NORTHERLY EDGE OF "CONCRETE WALL", 19.89 FEET; THENCE NORTH 50 DEGREES 57 MINUTES 10 SECONDS WEST ALONG THE NORTHERLY EDGE OF "CONCRETE WALL", 30.08 FEET; THENCE NORTH 37 DEGREES 51 MINUTES 56 SECONDS WEST ALONG THE NORTHERLY EDGE OF "CONCRETE WALL", 14.77 FEET; THENCE NORTH 49 DEGREES 39 MINUTES 02 SECONDS WEST ALONG THE NORTHERLY EDGE OF "CONCRETE WALL", 24.48 FEET; THENCE NORTH 50 DEGREES 50 MINUTES 45 SECONDS WEST ALONG THE NORTHERLY EDGE OF "CONCRETE WALL", 22.87 FEET; THENCE NORTH 57 DEGREES 16 MINUTES 07 SECONDS WEST ALONG THE NORTHERLY EDGE OF "CONCRETE WALL", 90.33 FEET; THENCE SOUTH 81 DEGREES 48 MINUTES 16 SECONDS WEST ALONG THE NORTHERLY EDGE OF "CONCRETE WALL", 5.43 FEET; THENCE NORTH 57 DEGREES 39 MINUTES 24 SECONDS WEST ALONG THE NORTHERLY EDGE OF "CONCRETE WALL", 27.68 FEET; THENCE NORTH 47 DEGREES 18 MINUTES 47 SECONDS WEST ALONG THE NORTHERLY EDGE OF "CONCRETE WALL", 19.68 FEET; THENCE NORTH 04 DEGREES 26 MINUTES 49 SECONDS WEST ALONG THE NORTHERLY EDGE OF "CONCRETE WALL", 5.36 FEET; THENCE NORTH 53 DEGREES 36 MINUTES 16 SECONDS WEST ALONG THE NORTHERLY EDGE OF "CONCRETE WALL", 14.44 FEET; THENCE NORTH 44 DEGREES 31 MINUTES 21 SECONDS WEST ALONG THE NORTHERLY EDGE OF "CONCRETE WALL", 30.14 FEET; THENCE NORTH 66 DEGREES 05 MINUTES 35 SECONDS WEST ALONG THE NORTHERLY EDGE OF "CONCRETE WALL", 6.64 FEET; THENCE NORTH 49 DEGREES 52 MINUTES 29 SECONDS WEST ALONG THE NORTHERLY EDGE OF "CONCRETE WALL", 33.48 FEET; THENCE NORTH 52 DEGREES 19 MINUTES 13 SECONDS WEST ALONG THE NORTHERLY EDGE OF "CONCRETE WALL", 9.77 FEET; THENCE NORTH 56 DEGREES 55 MINUTES 34 SECONDS WEST ALONG THE NORTHERLY EDGE OF "CONCRETE WALL", 50.18 FEET; THENCE NORTH 59 DEGREES 46 MINUTES 31 SECONDS WEST ALONG THE NORTHERLY EDGE OF "CONCRETE WALL", 10.12 FEET; THENCE NORTH 65 DEGREES 21 MINUTES 42 SECONDS WEST ALONG THE NORTHERLY EDGE OF "CONCRETE WALL", 10.00 FEET; THENCE NORTH 69 DEGREES 17 MINUTES 45 SECONDS WEST ALONG THE NORTHERLY EDGE OF "CONCRETE WALL", 19.98 FEET TO THE WEST END OF THE SAID "CONCRETE WALL"; THENCE NORTH 53 DEGREES 10 MINUTES 45 SECONDS WEST, 125.08 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.